



1805 Hayes Street Nashville, TN 37203 :: (V)320-3200 (F)320-3272

<http://www.tvcnashville.com> :: [adam@tvcnashville.com](mailto:adam@tvcnashville.com)

# Confidential account application

## Step-by-Step Instructions

1. Fill out the credit application in full. Credit applications must be processed in order to set up an account regardless of method of payment-cash or credit. We require at least three trade references - (additional references may be added on a separate sheet of paper.)
2. Don't forget to fill out the second page in order to completely process your application! If you do not pay Tennessee State tax, then be sure to complete the last section on the second page.
3. Return the application to us no later than three working days prior to your rental pickup date.

# Insurance certificate guidelines

## Proof of Insurance must consist of the following items:

- Policy from reputable insurer showing Liability Coverage, Property Insurance, Worker's Compensation, and coverage of all Equipment Rented.
- Coverage of Equipment Rented must include equipment from all sources, for full replacement cost, and cover "All Risks" of loss or damage on a worldwide basis with no "locked car exclusions."
- The Video Company must be listed as "Loss Payee" and "Additional Insured" for liability coverage on the policy. Liability insurance shall meet the following minimums:
  - Commercial General Liability: \$1,000,000 per occurrence & annual aggregate
  - Automobile Liability: \$1,000,000 combined single limit
  - Aircraft Liability, if taping from an aircraft: \$5,000,000
- Limits of this coverage must exceed all property at risk, regardless of source.
- All policies must provide 10 days written notice to TVC before any policy should be modified or canceled.

## Applicant

Full Legal Name (Business Entity)

Specify Trade Name if Applicable				Email Address		
Business Address <input type="checkbox"/>	Number & Street <input type="checkbox"/>	<input type="checkbox"/>	City	State	Zip	County
Mailing Address <input type="checkbox"/>	Number & Street <input type="checkbox"/>	<input type="checkbox"/>	City	State	Zip	County
Contact Name & Title			Contact Phone Number (    )	Fax (    )		
Legal Entity <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (explain)						
Nature of Business <input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Business Started						
If Less Than Two (2) Years in Business, Prior Affiliation of Principals						

## Commercial Credit Information

Primary Bank <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	How Long <input type="checkbox"/>	<input type="checkbox"/>	Bank Address
Bank Officer <input type="checkbox"/>					<input type="checkbox"/>	Contact Phone Number (    )
Checking Account No.		Commercial Loan Account No.			Installment Loan Account No.	
Secondary Bank <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	How Long <input type="checkbox"/>	<input type="checkbox"/>	Bank Address
Bank Officer <input type="checkbox"/>					<input type="checkbox"/>	Contact Phone Number (    )
Checking Account No.		Commercial Loan Account No.			Installment Loan Account No.	
Primary Trade Reference <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	Address	
Contact			Contact Phone Number (    )		Fax (    )	
Primary Trade Reference <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	Address	
Contact			Contact Phone Number (    )		Fax (    )	
Primary Trade Reference <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	Address	
Contact			Contact Phone Number (    )		Fax (    )	

## Personal Credit Information

List Names of All Principals, Partners, Officers and/or Shareholders

Name	Home Address	Title <b>President</b>
Name	Home Address	Title <b>Vice President</b>
Name	Home Address	Title
Name	Home Address	Title

# Agreement and Disclosure

If approved for credit with The Video Company, LLC ("TVC"), you ("Applicant") agree to the following conditions for the payment of goods and services provided to Applicant by TVC:

**Accuracy and Changes in Credit Information:** Payment terms are based upon credit information supplied by Applicant in this document and any attachments Applicant may include and Applicant presents and warrants that this information is true and accurate. If there is any change in this credit information, Applicant agrees that The Video Company ("TVC") may demand immediate payment without prior notice.

**Payment Terms:** If Applicant is approved for credit, Applicant shall be notified of the payment terms granted by TVC if these terms differ from Net 30 days. Any amount that is unpaid after the date specified in the terms granted by TVC, may be assessed late fees at the maximum rate permitted by law, and Applicant agrees to pay these fees on demand.

**Credit Card Guarantee:** TVC may at any time ask for a credit card to guarantee monies owed to TVC and Applicant agrees to allow TVC to charge this credit card at any time for any monies due TVC including any late charges.

**Non-Payment:** If TVC places the account in the hands of an attorney or other agency for collection, Applicant agrees to pay collection costs, court costs, legal fees, and attorney fees (including, but not limited to hourly fees and contingency fees).

**Governance:** This Agreement shall be governed by the laws of the state of Tennessee. All claims shall be heard in the State Courts of Tennessee in the County of Davidson or in the federal courts of the Middle District of Tennessee. The signed Agreement and these terms and conditions constitute the entire agreement between the parties; any changes must be made in writing and agreed to by both parties. If any provision of the Agreement shall be declared invalid, that provision shall not affect the validity of the remaining provisions. No waiver of any provision of the Agreement or of any default shall affect the waiving party's rights to enforce any provision or to exercise any right or remedy in the event of any other default, whether or not similar.

Authorized Signature* <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Title
Print Name <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Date

\*Authorized Signature must be an Officer, Partner, or Sole Proprietor.

# Blanket Certificate of Resale

Tennessee Department of Revenue

**TO: The Video Company, LLC. (Vendor)**

The undersigned hereby certifies that the merchandise purchased on each order we shall give, and until this notice is revoked by us in writing, is purchased for:

- Resale as tangible personal property, or resale of a service subject to tax.
- A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- Rental or leasing of tangible personal property.
- Use in accordance with the provisions of Rule No. 68. (A copy of the letter must be given to the vendor)
- Other (Explain the purpose for which the property is bought when no Sales or Use Tax is to be collected.)

Name of Dealer <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Sales Tax
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Registration Number

By <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Date
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## WARNING

This Certificate must be completed and signed before it is valid.

The vendor must know, within the use of ordinary care, that the merchandise obtained upon this certificate of resale is that normally sold by the vendee in his usual course of business. Vendors failing to exercise such care will be held liable for the Sales Tax due upon such purchases.

Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the vendee in any manner, and must be reported and the tax paid thereon direct to the Department of Revenue.

SECTION 67-3041 OF THE "TENNESSEE CODE ANNOTATED" MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES, AND SUBJECTS THE CERTIFICATE TO REVOCATION.

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# Individual Guarantee

**TO: The Video Company, LLC**

**Dated:**

For the value received, the receipt of which is hereby acknowledged, and in consideration for your advancing credit to

\_\_\_\_\_ (Debtor)

I/we

the aforementioned and undersigned, hereby personally guarantee the prompt payment to you of all amounts now due and owing or which may hereafter become due and owing to you from said debtor entity. Each of the undersigned agrees that the liability for all sums guaranteed shall be a joint and several one. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or evidence of indebtedness, the extension of time, payment arrangement or other indulgence granted to debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of all of the aforesaid. The filing suit or exhaustion of collection or legal remedies against said debtor shall not be a consideration precedent to the enforcement of this guarantee, the undersigned hereby agrees to pay all court costs and such additional sum as the Court may deem reasonable as attorney's fees. Guarantors agree that this Guarantee is made, entered into, and payable at 1805 Hayes Street, Nashville, TN 37203. Guarantors further agree that liability under this shall continue not withstanding the filing of any petition by the Debtor under any provision of the Bankruptcy Act.

Executed at: (City, County)	<input type="checkbox"/> <input type="checkbox"/>	This Day of 20
Accepted Signature	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Social Security Number
Accepted Signature	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Social Security Number
Accepted Signature	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Social Security Number
Witness		
_____ (City, County)		

THE VIDEO COMPANY

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# Rental, Purchase, and Service Agreement

**THIS RENTAL, PURCHASE, AND SERVICE AGREEMENT** (the "Agreement") between you ("Customer") and The Video Company, LLC ("TVC") shall apply to all the production equipment and/or vehicles ("Equipment") rented by you from TVC, recording media and/or equipment purchased by you from TVC, and/or services provided to you by TVC. Agreement shall be in effect from this date, \_\_\_\_\_, until terminated in writing by TVC. In the event of a conflict between these terms and conditions and the Agreement, the terms of the Agreement shall prevail.

- 1. EQUIPMENT TESTING** - Customer must test and examine Equipment either at TVC's facility or on location to determine that Equipment is in good working order. Customer is responsible for any damage caused to Equipment during testing. Unless Customer notifies TVC of a defect or problem with Equipment supplied, Customer agrees that Equipment is in good working order and that Equipment is acceptable when delivered (refer to number 2 below).
- 2. DELIVERY OF EQUIPMENT** - Customer is considered to have taken delivery from the time Equipment is set aside from TVC's inventory and therefore assumes all risk of loss from that time. Customer is responsible for transportation of all Equipment. Equipment may be picked up during business hours or after business hours upon arrangement with TVC. At Customer's request and expense, TVC may arrange shipment of Equipment to Customer's designated location. Customer is responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. TVC is not responsible for shipping delays once Equipment is delivered to Customer's carrier. TVC will not accept collect shipments from Customer.
- 3. RISKS OF LOSS** - Upon taking delivery of Equipment, Customer is responsible for all risks of loss including, but not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Customer's premises and while in use or storage on TVC's premises. Customer's responsibility ends when Equipment is returned and the rental term has expired. Equipment is deemed to be returned only when an inventory of Equipment has been performed by TVC, acting in its capacity as an agent for Customer. Customer is responsible for the risk of loss on all Equipment, including property of third parties, being stored for its benefit by TVC.
- 4. RESTRICTIONS** - Except as provided in Paragraph 5, Equipment may only be used in the United States of America. Equipment may only be used by Customer's duly qualified employees and/or agents and in strict accordance with the use set forth in the Agreement. Customer shall keep Equipment in its sole custody and shall not permit Equipment to be used in the violation of any laws. Customer may not sublease all or any part of Equipment without written consent of TVC. Customer shall not remove or cover any serial numbers, tags, nameplates or identifying logos on Equipment which indicates ownership by TVC.
- 5. FOREIGN USE (OUTSIDE THE U.S.A.)** - Customer must have the express written consent of TVC to use Equipment outside the U.S.A. All of the preceding terms and conditions apply to Equipment which is rented from TVC and is transported to a location outside the U.S.A. TVC will only allow shipment through an established Customs Broker, contracted by Customer. The U.S. Customs Broker is to register the equipment with United States Customs, using a United States Customs Form 4455, prior to Equipment leaving the U.S.A. A certified copy of the registration form must be returned to TVC OR Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that Customer "shall (1) return the products described in the Carnet to the USA, or (2) pay all customs duties, excise taxes, and/or charge which may be imposed by any country for its failure to return said products." A certified copy of the Carnet must be returned to Customer. TVC will provide an itemization of all Equipment including brand name; country of origin/manufacture, item, serial numbers, and replacement value. All brokerage charges and shipping charges, fees and taxes are to be prepaid by Customer before shipment. Returning shipments should be consigned to the originating customs broker for clearance and re-entry into the U.S. In no case shall Equipment be shipped directly back to TVC. Returning shipments should contain instructions to the Customs Broker regarding the disposition of Equipment after clearing U.S. Customs (i.e. deliver Equipment to TVC, or to Customer's U.S.A. address). Customer acknowledges that rental charges accrue for time in transit, including the time equipment may be in the hands of the designated Customs Broker, or U.S. Customs Service. Customer acknowledges and agrees that the payment of U.S. Import Duty Taxes which may be levied for foreign made goods shall be Customer's responsibility.
- 6. NO WARRANTY OR GUARANTY** - Except as provided by law, Equipment is rented without warranty or guaranty of any kind, express or implied.
- 7. LOST, DAMAGED OR DESTROYED EQUIPMENT** - Customer must notify TVC immediately if any Equipment is lost, damaged or destroyed and, if necessary, return Equipment to TVC, freight pre-paid, for evaluation. Upon return of the damaged Equipment,

TVC will make a determination of the extent of the damage and the required repairs. Customer and/or Customer's representative(s), will have a reasonable amount of time to inspect the damage. TVC shall determine, in its sole discretion, whether Equipment shall be repaired or replaced, and that determination shall be binding on Customer. Should TVC determine that Equipment must be replaced, Customer will be responsible for the cost to replace item with the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. In all instances Customer shall immediately report any missing, lost or stolen equipment to TVC and file a report with policies.

- 8. RENTAL CHARGES AND LATE CHARGES** - Customer must return Equipment on the date specified in the Agreement or be subject to additional charges. A full additional day's rental will be charged for any Equipment not returned by 10:00 AM of the next business day after the due date and full daily rates shall be charged for each additional day Equipment is not returned. If Equipment is returned in damaged or non-working condition, the lease period will be extended by the shortest reasonable time necessary to repair the damage or replace irreparably damaged equipment and return the item(s) to TVC's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) form(s) a part of other equipment. There may be delays in repair or replacement attributable to causes beyond TVC's control. Acceptance of Equipment by TVC shall not be deemed to constitute a waiver of any claims that TVC may have against Customer. Rental charges for the damaged or non-working item(s) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Agreement, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to TVC. If requested, Customer shall advance the money in order to allow TVC to repair or replace the equipment. When on a daily schedule, Customer will be charged the daily rental rate for weekend days and holidays.

## 9. CREDIT INFORMATION AND PAYMENT TERMS -

**Credit Application:** Terms of payment are based upon credit information supplied by Customer at the time of rental. If there is any change in this credit information, Customer agrees that TVC may demand immediate payment without prior notice.

**Terms:** If Customer is approved for credit, Customer shall be notified of the payment terms granted by TVC if these terms differ from Net 30 days. Any amount that is unpaid after the date specified in the terms granted by TVC, may be assessed late fees at the maximum rate permitted by law, and Customer agrees to pay these fees on demand.

**Credit Card Guarantee:** TVC may at any time ask for a credit card to guarantee monies owed to TVC and Customer agrees to allow TVC to charge this credit card at any time for any monies due TVC including any late charges.

**Non-Payment:** If TVC places the account in the hands of an attorney or other agency for collection, Customer agrees to pay collection costs, court costs, legal fees, and attorney fees (including, but not limited to hourly fees and contingency fees). Rental payments may not be applied to the purchase price of any equipment.

**Customer Non-Performance:** TVC shall be entitled to compensation, not to exceed the lease payments, for any losses TVC may sustain because of cancellation of all or part of an order. In addition, cancellation charges may be applied in consideration of TVC's preparing, holding in reserve or sub-renting equipment, facilities or vehicles from other agencies on Customer's behalf.

- 10. INSURANCE** - Customer must, at all times during the Rental Period, maintain in full force and effect insurance covering all Equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of Equipment. Customer shall deliver to TVC, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to TVC, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of Equipment. All insurance shall be written by reputable insurers acceptable to TVC, Customer's insurers shall agree to be the primary insurers of Equipment during the rental period. Notwithstanding this paragraph, Customer shall remain primarily liable to TVC for full performance under the terms and conditions of the Agreement. Customer's insurance shall be on a worldwide basis, shall name TVC as Loss Payee for loss or damage to the property rented, shall cover "All Risks" of loss or damage for equipment. Vehicle physical damage coverage shall include "Comprehensive" and "Collision" coverage; and all policies shall provide for 10 days written notice to TVC before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Customer shall name TVC as an additional insured on Customer's liability insurance and Customer's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

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# Rental, Purchase, and Service Agreement

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- ☐ -- Commercial General Liability: \$1,000,000 per occurrence & annual aggregate.
- ☐ -- Automobile Liability: \$1,000,000 combined single limit.
- ☐ -- Aircraft Liability, if filming or recording from an aircraft: \$5,000,000.

Customer's insurers shall agree that the rights of TVC under the insurance coverage as described in the preceding paragraphs shall not be affected by any act of neglect or breach of condition by Customer, other than non-payments of insurance premiums. Should Customer fail to procure or pay the cost of maintaining in force the insurance specified in the Agreement or to provide TVC, upon request, satisfactory evidence of the insurance, TVC may, but shall not be obligated to, procure the insurance and Customer shall reimburse TVC on demand for its costs. Lapse or cancellation of the required insurance shall constitute an immediate default of the Agreement.

**1. TITLE AND OWNERSHIP** - Customer specifically acknowledges TVC's superior title to and ownership of Equipment and must keep Equipment free of all liens, levies and encumbrances. Customer may not assign or pledge Equipment. TVC shall have the right to inspect Equipment at any time during the rental term. Customer shall make any and all arrangements necessary to permit a qualified employee of TVC access to the location of Equipment. If a breach of any of the provisions of the Agreement occurs, TVC has the right to remove all of Equipment and without prejudice to TVC's right to receive rent due or accrued up to and including the date of removal.

**2. INDEMNIFICATION** - Customer agrees to indemnify TVC and to hold TVC and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of Equipment, by any person during the rental term. This Paragraph 12 shall continue in full force and effect during and after the term of the rental for claims arising during the rental term.

**3. RECORDING MEDIA PURCHASES** - Customer agrees to indemnify TVC and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever arising from the use of tape or other recording media sold by TVC, including any damage to equipment owned by Customer or any third parties. TVC makes no warranty as to the quality of any tape or other recording media. In the event that any tape or other recording media sold by TVC is defective, TVC shall only be liable for replacement of the tape or other recording media.

**14. CREW / INDEPENDENT CONTRACTORS** - TVC is not responsible for the performance of any crew scheduled on your behalf, recommended to you, and/or invoiced to you by TVC. TVC recommends, schedules, and/or invoices crew strictly as a convenience for Customer. All crew serve as independent contractors and are solely responsible for the performance of their duties.

**15. ATTORNEY'S FEES** - If any action of law or equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including discretionary costs, in addition to any other relief to which that party may be entitled.

**16. MISCELLANEOUS** - This Agreement shall be governed by the laws of the state of Tennessee. All claims shall be heard in the State Courts of Tennessee in the County of Davidson or in the federal courts of the Middle District of Tennessee. The signed Agreement and these terms and conditions constitute the entire agreement between the parties; any changes must be made in writing and agreed to by both parties. If any provision of the Agreement shall be declared invalid, that provision shall not affect the validity of the remaining provisions. No waiver of any provision of the Agreement or of any default shall affect the waiving party's rights to enforce any provision or to exercise any right or remedy in the event of any other default, whether or not similar.

TVC:

The Video Company, LLC

By: \_\_\_\_\_

CUSTOMER:

By: \_\_\_\_\_

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